



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WR-4**

December 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ALAMITOS BARRIER PROJECT
ACCEPT THE LOCAL GROUNDWATER ASSISTANCE GRANT
FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
SUPERVISORIAL DISTRICT 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find the project to construct a telemetry system for the Alamitos Barrier Project (ABP) exempt from the provisions of the California Environmental Quality Act.
2. Accept a grant in the amount of \$250,000 from the California Department of Water Resources (DWR) to fund the construction of a telemetry system at the ABP for automated data acquisition and barrier performance monitoring.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The grant award of \$250,000 from DWR will be used by the Flood Control District for reimbursement of expenditures that will be incurred for the construction of the proposed telemetry system (remote data acquisition). The proposed construction is to complete the existing telemetry system that was installed as a pilot system at the ABP. The ABP serves a dual purpose of protecting groundwater resources from seawater intrusion and

recharging the groundwater aquifer in the Central Basin. The completed telemetry system will provide both local and remote monitoring capabilities of specific conditions of the seawater barrier system.

After executing the Grant Agreement, we will return to your Board to adopt the plans and specifications for the project and advertise the construction contract in accordance with the provisions of the Public Contract Code.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking external funding sources. The ABP telemetry project aligns with the County Strategic Plan Goal of Service Excellence by providing the public with accurate and timely access to information on barrier performance and groundwater conditions.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The total project cost for the construction of a telemetry system at the ABP is estimated to be \$523,500. Project funding of \$400,000 is included in the Fiscal Year 2005-06 Flood Control District Budget, and the remaining \$123,500 will be budgeted in the FY 2006-07 Flood Control District Budget. The \$250,000 from DWR will be used to reimburse the Flood Fund for the cost of this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments' carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

On January 20, 2004, your Board authorized filing the grant application and entering into the Grant Agreement with DWR. By letter dated June 30, 2005, DWR informed us the ABP telemetry project was selected to be awarded a grant. Subsequently, DWR sent the Grant Agreement for the Chief Engineer of the Flood Control District to execute. The enclosed Agreement has been reviewed by County Counsel and approved as to form.

The Honorable Board of Supervisors
December 1, 2005
Page 3

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15301 (b) of the California Environmental Quality Act Guidelines and Class 1(e) of the County Environmental Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact on current County services or projects as a result of this project. The grant will enable the Flood Control District to monitor the performance of the seawater barrier more efficiently thereby facilitating effective groundwater management.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

YS:ac
grantbl

Enc.

cc: Chief Administrative Office
County Counsel

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works of behalf of Los Angeles County Flood Control District		
Grant Project Title and Description: Alamitos Seawater Barrier Telemetry System Construction		
Complete the telemetry system at the Alamitos Barrier Project for automated data acquisition and barrier performance monitoring.		
Funding Agency State of California Department of Water Resources	Program (Fed. Grant #/State Bill or Code #) Bill #AB303, Proposition 50 Chapter 8 Integrated Regional Water Management	Grant Acceptance Deadline December 2005
Total Amount of Grant Funding: \$250,000		County Match: \$273,500 (Hard)
Grant Period: Approximately 19 months	Begin Date: December 2005	End Date: 05/15/2007
Number of Personnel Hired Under This Grant:	Full Time: 0	Part Time: 0
<u>Obligations Imposed on the County When the Grant Expires</u>		
Will all personnel hired for this program be informed this is a grant-funded program?		NA
Will all personnel hired for this program be placed on temporary ("N") items?		NA
Is the County obligated to continue this program after the grant expires?	Yes*	
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		NA
b.) Identify other revenue sources (describe below)		NA
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		NA
Impact of additional personnel on existing space:		
None		
Other requirements not mentioned above:		
*The Flood Control District is required to maintain the constructed project. All water level data obtained by the telemetry system shall be transmitted to State of California Department of Water Resources.		

Department Head Signature *M. J. Smith*

Date: 11/30/05

**STATE OF CALIFORNIA THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AGREEMENT NUMBER 4600004095
UNDER THE LOCAL GROUNDWATER MANAGEMENT ASSISTANCE ACT OF 2000**

THIS AGREEMENT is entered into on June 1, 2005 by and between the Department of Water Resources of the State of California, hereinafter called "State," and Los Angeles County Flood Control District (LACFCD) hereinafter called "Grantee," which parties do hereby agree as follows:

1. **PURPOSE:** State shall provide a grant from the Local Groundwater Assistance Fund to Grantee for the purpose of conducting groundwater studies or for carrying out groundwater monitoring and management activities in accordance with Grantee's groundwater management authority.
2. **GRANT AMOUNT:** The maximum amount payable under this Agreement shall not exceed \$250,000.
3. **TERM OF AGREEMENT:** The term of this Agreement begins on June 1, 2005, and terminates on May 15, 2007 or when all of the Parties' obligations under this Agreement have been fully satisfied, whichever occurs earlier.
4. **GRANTEE'S RESPONSIBILITIES:** Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan. Grantee shall comply with all of the terms and conditions of this Agreement and with Part 2.78 (commencing with Section 10795) of Division 6 of the California Water Code. Grantee agrees that review or approval of plans, specifications, bid documents, reports, or any other documents and project inspections by State are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict Grantee's responsibilities.
5. **PROJECT SCHEDULE:** Grantee shall diligently perform or cause to be performed all project work in accordance with Exhibit B, Project Schedule.
6. **METHOD OF PAYMENT:** Payment will be made no more than monthly, in arrears, upon receipt of the invoice, bearing the Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department Of Water Resources
Division of Planning and Local Assistance
Attention: Nancy Pashugin
P. O. Box 942836
Sacramento, California 94236-0001

Invoices must include a description of the work completed and be accompanied by appropriate receipts and reports. All invoices must be submitted on or before the agreement termination date specified in Paragraph 3.

GRANTEE COSTS: The reasonable costs of the project are estimated to be \$523,431.00. Grantee agrees to fund the difference between the estimate of project cost in its grant application and the Grant Amount specified in Paragraph 2, if any. Grantee cost share is estimated to be \$273,431.00. Grantee shall provide State evidence that such funds have been expended *by task* prior to submittal of a request for State grant fund reimbursement.

8. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Costs that are not eligible for reimbursement include but are not limited to:
- a. Costs incurred prior to execution of this Agreement;
 - b. Purchase of equipment not an integral part of the project;
 - c. Purchase of water supplies not an integral part of the project;
 - d. Establishing a reserve fund;
 - e. Replacement of existing funding sources for ongoing programs;
 - f. Support of existing agency requirements and mandates;
 - g. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to execution of this Agreement; and
 - h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible project costs.
9. **PROJECT MANAGERS:** The Project Manager for the State is Tracie Billington, Chief Conjunctive Management Branch, Special Projects Section. The Project Manager for the Grantee is Youn Sim, Associate Engineer. Either party may change its Project Manager upon written notice to the other party.

State's Project Manager:

Tracie Billington, P.E.
Department of Water Resources
Division of Planning and Local Assistance
901 P Street, Room 213-A (for delivery in person or overnight delivery)
P. O. Box 942836
Sacramento, California 94236-0001
Telephone: (916) 651-9226
e-mail: tracieb@water.ca.gov
Fax: (916) 651-9292

Grantee's Project Manager:

Youn Sim, PhD.
Associate Engineer
Los Angeles County Flood Control District
900 S. Fremont Avenue
Alhambra, CA 91803-1331
Telephone (626) 458-6137 Fax (626) 9795436
e-mail ysim@ladpw.org

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10. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by “overnight” delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.
11. **PROGRESS REPORTS:** Beginning January 31, 2006 Grantee shall submit to State quarterly progress reports on the status of the project. These reports shall include a description of project operations to date and their effectiveness, any data developed or information gained, any costs incurred, and any problems encountered or benefits achieved as a result of the work accomplished to date. The submittal of these reports is a requirement for initial and continued disbursement of funds. Report format is attached as Exhibit E, Quarterly Report Format.
12. **FINAL PROJECT REPORT:** Grantee shall prepare and submit to State, on completion of the Project, an original Final Project Report and three copies, which shall include: i) an Executive Summary; ii) a comparison between the planned schedule in the Agreement and actual timeline of completed task and explain the differences; and iii) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they were resolved. The Final Project Report shall also include all data collected pursuant to this grant, including, as applicable, but not limited to the following: well logs, borehole geophysical logs, well designs indicating screened intervals, cross sections, installed equipment, and as-built plans. The final Project Report shall also contain a detailed description and analysis of project results, and a summary of the costs incurred and disposition of funds disbursed. The Final Project Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State. Groundwater level and other data shall be submitted in accordance with Exhibit F, Data Submittal Requirements. Provide a copy of any enacted ordinances, laws, and groundwater management plans that have been enacted or adopted as a result of the grant.
13. **INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts and subcontracts entered into pursuant to this Agreement with State. State shall have the right to inspect the project site at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Agreement.
14. **PERFORMANCE EVALUATION:** Grantee’s performance under this Agreement will be evaluated by State after completion.
15. **CERTIFICATION OF PLANS AND SPECIFICATIONS:** If required by State, Grantee shall submit final plans and specifications to State with a certification by a California Registered Civil Engineer verifying that they conform to the approved Project Work Plan in the attached Exhibit A.

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16. **MAINTENANCE:** Grantee agrees to maintain and operate any property or facilities acquired, developed, rehabilitated, or restored with the grant funds provided pursuant to this Agreement for the useful life of the project. Grantee or its successors may, with the approval of State, transfer this responsibility to maintain and operate the property or facilities. Prior to abandonment or closure of any wells constructed pursuant to this Agreement, Grantee agrees to allow State the opportunity to continue monitoring of such wells. Grantee agrees that any well destruction, or closure of wells constructed, destroyed, or closed in connection with this Agreement shall be performed in compliance with applicable laws, including but not limited to, State and local well standards.
17. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS:** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations prior to disbursement of funds under this Agreement.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.

18. **STANDARD PROVISIONS:** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A Project Work Plan

Exhibit B Project Schedule

Exhibit C Project Budget

Exhibit D Standard Conditions

Exhibit E Quarterly Report Format

Exhibit F Data Submittal Requirements

Exhibit G Grantee Resolution

Exhibit H Travel and Per Diem Expenses

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
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Mark W. Cowin, Chief
Division of Planning and Local Assistance

Donald L. Wolfe, CHIEF ENGINEER

Approved as to legal form and sufficiency

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

Nancy J. Saracino, Chief Counsel

By

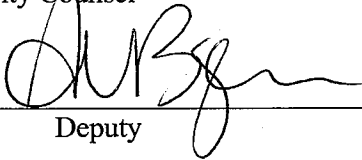

Deputy

EXHIBIT A WORK PLAN

The Alamitos Barrier Project (ABP) consists of a series of wells that inject water and monitor groundwater elevations to protect the groundwater resources in the Central Basin of Los Angeles from seawater intrusion. A pilot telemetry system, constructed in 2001, has proven highly effective. By expanding this pilot telemetry (remote automated data acquisition) system, we will eliminate time-consuming manual data collection and provide highly accurate real-time measurements of groundwater elevations, injection rates, and well-head pressures. This system will enhance barrier operations and, consequently, lead to improved groundwater management in the Central Basin. Data obtained through the system will be made available to the general public and other public agencies.

Task 1 – Selection of a Contractor

In the pre-construction phase, Los Angeles County Flood Control District (LACFCD) will conduct necessary procedures for contract administration, including:

- Prepare advertising documents.
- Advertise the Project to contractors and meet with potential contractors to address any unresolved questions.
- Solicit, receive, and evaluate proposals based on quality and the qualifications of proposers.
- Select the preferred contractor and negotiate an agreement between the involved parties.

The Administrative Services Division (ASD) of LACFCD will assist in this process. ASD has extensive experience in dealing with proposal solicitations and contracts.

Task 2 - Obtain Licenses and Resolve Right-Of-Way Issues

LACFCD staff will identify any right-of-way issues and resolve them with local cities. The Mapping and Property Division (MPD) of the LACFCD will assist in identifying Los Angeles County right-of way.

LACFCD will also obtain licenses from the Federal Communications Commission (FCC) for the radio devices used in the system. The Information Technology Division (ITD) of the LACFCD will assist in working with the FCC.

Task 3 – Site Reconnaissance and Obtain Construction Permits

Before beginning construction, the contractor will evaluate site conditions and obtain construction permits.

Task 4 – Order and Assemble Equipment

The contractor will order and assemble the equipment to be installed as part of their contract. Sections 15980 and 15981 of the Specifications list detailed instructions and

rules for the contractor regarding the kind of sensors and control systems to install and how they are to be installed.

Task 5 – Well Modification and Equipment Installation

The contractor will modify the existing wells to allow conduit and sensor installation. Observation well vaults will be destroyed and rebuilt to be made larger. Injection well vaults or enclosures will be modified. Sections 03100 and 03300 of the Specifications list detailed instructions and rules pertaining to well vault modifications.

Task 6 – Installing Conduit

The contractor will install conduit to connect the sensors to MCUs. Section 16111 lists detailed instructions and rules for the contractor on how to install the conduit

Task 7 – Calibration and Network Configuration

Once installed, the sensors will be calibrated and compared to manual measurements to determine their accuracy. The MCUs will be programmed and linked to the existing pilot system. The server, Database Management System, and GUI will be configured to incorporate the newly constructed legs.

Task 8 – Stakeholder and Community Public Outreach

LACFCD staff will utilize existing methods of communicating Project progress and results to stakeholders and beneficiaries of the Project, as well as the general public.

Task 9 – Quarterly Reports

LACFCD will prepare and submit Quarterly Reports on the status of the Project, in accordance with the requirements of the agreement with the California Department of Water Resources.

CEQA Compliance

The Alamitos Seawater Barrier Telemetry System Construction Project is considered categorically exempt from CEQA under Article 19, Section 15301(e) since the project is an addition to an existing structure and will not result in an increase of more than 50 percent of the floor area or 2,500 square feet of the structures.

EXHIBIT B PROJECT SCHEDULE

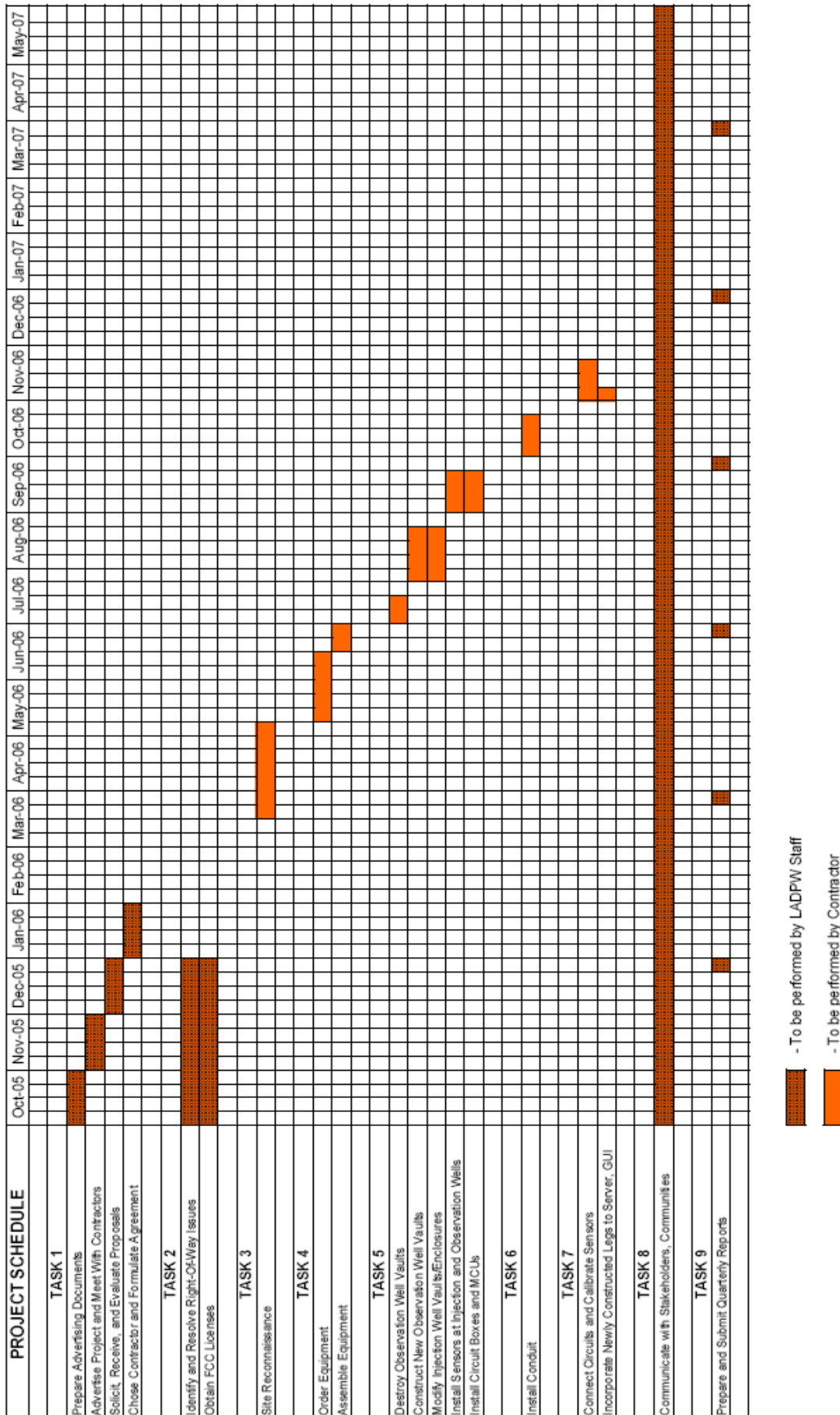


Figure B-3c Detailed Schedule of the Alamos Seawater Barrier Telemetry System Construction Project

EXHIBIT C

PROJECT BUDGET

Tasks	Description	Total Cost	Cost-Sharing	
			LACFCD Matching Fund	Grant Fund
Task 1	Selection of a Contractor	regular staff duty	-	-
Task 2	Obtain Licenses and Resolve Right-Of-Way Issues	regular staff duty	-	-
Task 3	Site Reconnaissance and Obtain Construction Permits	Contractor's responsibility	-	-
Task 4	Order Equipment (material costs only)			
	4a. Water level and pressure sensors	\$ 53,574	\$ 28,074	\$ 25,500
	4b. MCU and appurtenances	\$ 63,195	\$ 33,195	\$ 30,000
Task 5	Well Modification and Equipment Installation (labor and materials costs)			
	5a. Observation well modification	\$ 31,724	\$ 15,724	\$ 16,000
	5b. Injection well modification	\$ 17,320	\$ 9,320	\$ 8,000
Task 6	Installing Conduit (labor and materials costs)			
	6a. Pull box installation	\$ 25,952	\$ 12,952	\$ 13,000
	6b. Trenching and conduit installation	\$ 188,500	\$ 94,500	\$ 94,000
	6c. Cable installation	\$ 93,123	\$ 57,123	\$ 36,000
Task 7	Assemble Equipment & Calibration and Network Configuration (labor cost only)	\$ 50,043	\$ 22,543	27,500
Task 8	Stakeholder and Community Public Outreach	regular staff duty	-	-
Task 9	Quarterly Reports	regular staff duty	-	-
TOTAL		\$ 523,431	\$ 273,430	\$ 250,000

EXHIBIT D

STANDARD CONDITIONS

- D-1 **Governing Law:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D-2 **Timeliness:** Time is of the essence in this Grant Agreement.
- D-3 **Amendment:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.
- D-4 **Successors and Assigns:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D-5 **Audits:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any other action it deems necessary to protect its interests.
- Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion
- D-6 **Accounting and Deposit of Grant Disbursements:**
- a) **Separate Accounting of Grant Disbursement and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
 - c) **Remittance of Unexpended Funds:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.
- D-7 **Retention:** State shall withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs until the Project is completed and is accepted by the State.

- D-8 **Competitive Bidding and Procurements:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D-9 **Inspection of Books, Records, and Reports:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D-10 **Acknowledgement of Credit:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.
- D-11 **Travel:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit H, Travel and Per Diem Expenses.
- D-12 **Prohibition Against Disposal of Project Without State Permission:** Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D-13 **State to be Held Harmless:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the Project.
- D-14 **No Third Party Rights:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D-15 **Opinions and Determinations:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D-16 **Suit on Grant Agreement:** Each of the parties hereto may sue and be sued with respect to this Grant Agreement.

- D-17 **Claims Dispute:** Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D-18 **Remedies Not Exclusive:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D-19 **Severability:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D-20 **Waiver of Rights:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full forces and effect.
- D-21 **Termination for Cause:** The State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided.
- D-22 **Independent Capacity:** Grantee, and the agents and employees of Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D-23 **Indemnification:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, resulting from the grant project.
- D-24 **Conflict of Interest**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D-25 **Workers' Compensation:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

D-26 **Americans with Disabilities Act:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D-27 **Nondiscrimination Clause:** During the performance of this Grant Agreement, Grantee, its contractors and subcontractors shall not deny the Grant Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical handicap, or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Grantee, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such articles.

Grantee, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Grant Agreement.

Grantee's signature on this Grant Agreement shall constitute a certification under the penalty of perjury under the laws of State of California that Grantee has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

D-28 **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

Suspension of Payments: This Grant Agreement or grant may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:

- a) Grantee, its contractors, or subcontractors have made a false certification, or
- b) Grantee, its contractors, or subcontractors violate the certification by failing to carry out the requirements noted above.

D-29 **Union Organizing:** Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
- b) Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
- c) Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the grant program.
- d) If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

EXHIBIT E

QUARTERLY REPORT FORMAT

Grantee shall use the following outline as a template for Quarterly Reports.

E.1 Executive Summary

- a. Provide a brief summary of the items contained in the body of the report.

E.2 Report Status

- a. Describe what portions of work plan tasks have been addressed and what work has been performed by category, such as:
 1. Legal Matters
 2. Engineering Matters
 3. Environmental Matters
- b. Describe major accomplishments, such as:
 1. Task completed
 2. Milestones met
 3. Meetings held or attended
 4. Press release, etc.
- c. Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d. Discuss activities planned for the next reporting period
 1. A description of work to be performed in the next period
 2. Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Schedule Information

- a. Provide a project schedule showing actual progress versus planned progress from the latest schedule in Exhibit B, Schedule.
- b. Discuss how the actual schedule is progressing in comparison to the latest schedule in Exhibit B, Schedule.
- c. Provide a revised schedule, by task, if changed from the latest schedule in Exhibit B, Schedule.

E.4 Cost Information

- a. Identify costs incurred during the quarter by Grantee and each subcontractor working on the project. Include hours per task worked on during the quarter for above personnel.
- b. Discuss how the actual budget is progressing in comparison to the latest budget in Exhibit C, Project Budget.
- c. Provide a revised budget, by task, if changed from the latest budget in Exhibit C, Project Budget.

EXHIBIT F

DATA SUBMITTAL REQUIREMENTS

1. Grantee agrees to submit the following data for each well installed under this Agreement. Grantee shall submit this data in electronic format. Grantee agrees to waive the confidentiality provisions of Section 13752 of the California Water Code. State shall make this data available to the public via the DWR web site:
 - a. STATE WELL NUMBER: Each well installed under this Agreement shall have a State Well Number assigned by the local DWR District.
 - b. SITE INFORMATION: The horizontal position of each well shall be determined at a minimum to within 5 feet, using GPS technology and/or conventional surveying methods. The reported location shall specify the horizontal datum (e.g. NAD 83) and the measurement units. The vertical elevation of the wellhead (top of casing) and the ground surface at the well shall be determined to within 0.5 feet, using conventional surveying methods, and/or survey-grade GPS technology. GPS data shall be submitted in decimal degrees and the datum shall be specified (e.g. NAVD 88).
 - c. WELL CONSTRUCTION: The construction of the well shall be reported in conformance with Section 13751 of the California Water Code. A log of the drilling activities shall be submitted containing information about type of well constructed (i.e., monitoring well), well depth, well construction details, etc., as delineated on DWR Form 188 (Well Completion Report). Copies of any geophysical logs run in the boring or well shall also be submitted.
 - d. GROUNDWATER LEVEL DATA: All measurements of water levels taken in each well shall be transmitted to DWR. Each reported measurement shall consist of the State Well Number, measurement date and time, measuring point elevation, ground surface elevation, distance from measuring point to groundwater surface, and any applicable qualifying codes or remarks about the measurement.
 - e. DURATION OF MONITORING: Water level data shall be collected and reported for the duration and at the frequency specified in Exhibit A, Project Work Plan: Upon completion of the study, Grantee shall continue to submit monitoring data for the life of the well or provide access to DWR personnel to conduct monitoring.
2. Grantee agrees that any reports or studies funded under this Agreement will be provided in an electronic format to State.

EXHIBIT G GRANTEE RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS PURSUANT TO THE LOCAL GROUNDWATER MANAGEMENT ASSISTANCE ACT OF 2000 (WATER CODE SECTION 10795 *ET SEQ.*)

WHEREAS, the people of the State of California have enacted the Local Groundwater Management Assistance Act of 2000 (Water Code Section 10795 *et seq.*); and

WHEREAS, the California Department of Water Resources has been delegated the responsibility for the administration of the grant program in its jurisdiction, setting up necessary procedures; and

WHEREAS, said procedures and criteria established by the California Department of Water Resources require the applicant to certify by resolution the designation of an authorized representative to file an application and enter into an agreement for a grant, if the applicant is selected for a grant award or awards, before submission of said application to the California Department of Water Resources; and

WHEREAS, the County of Los Angeles Board of Supervisors certifies through this Resolution that the Los Angeles County Flood Control District, hereinafter referred to as the "FLOOD CONTROL DISTRICT" is authorized to submit applications for grant funds under the program; and

WHEREAS, if the FLOOD CONTROL DISTRICT is selected for a grant award or awards, the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designee, will enter into an agreement with the State of California for the performance of the project or projects as described in the application or applications.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Supervisors of the County of Los Angeles hereby:

1. Approves the filing of applications for local assistance funds from the Local Groundwater Assistance Program under the Local Groundwater Management Assistance Act of 2000 (Water Code Section 10795 *et seq.*), and
2. Approves an exception to the County's Grants Policy and authorizes the Chief Engineer of the FLOOD CONTROL DISTRICT, or his designee, to conduct business with the California Department of Water Resources on any and all matters related to grant.

The foregoing Resolution was on the 20th day of JANUARY 2004, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By A. Byers
Deputy



EXHIBIT H

TRAVEL AND PER DIEM EXPENSES

I. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

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- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. **No lunch or incidentals may be reimbursed on travel of less than 24 hours.**
 2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.
Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

